

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Ordinance to Adopt Interlocal Service Boundary Agreement with the City of Webster
- 5:00 p.m. Public Hearing (Staff recommends approval).

REQUESTED ACTION: **Approve Ordinance to Adopt Interlocal Service Boundary Agreement with the City of Webster.**

☐ Work Session (Report Only) **DATE OF MEETING:** 9/29/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: City of Webster
Effective Date: 9/29/2009 Termination Date: 9/29/2029
Managing Division / Dept: County Administration

BUDGET IMPACT: TBD
☒ Annual **FUNDING SOURCE:** Various Funds
☐ Capital **EXPENDITURE ACCOUNT:** Various Accounts
☐ N/A

HISTORY/FACTS/ISSUES:

On October 18, 2007, the City of Webster adopted an initiating resolution for the negotiation of an Interlocal Service Boundary Agreement with the County, pursuant to Chapter 171, Part II, Florida Statutes. On December 18, 2009, the County adopted the responding resolution for the negotiation of an Interlocal Service Boundary Agreement with the City.

Over the past two years, the County and City have worked diligently to prepare the Interlocal Service Boundary Agreement. On July 21, 2009, the Board held a joint workshop with the Webster City Council to review the proposed Interlocal Service Boundary Agreement. The consensus from the joint workshop was to move forward with adoption of the agreement. On September 28, 2009, the City of Webster will hold their final public hearing to adopt the ordinance implementing the Interlocal Service Boundary Agreement.

This public hearing is for the Board to consider adoption of the county's ordinance to implement the Interlocal Service Boundary Agreement. Attached are the ordinance, Interlocal Service Boundary Agreement, and summary of status of agreements with all five cities.

ORDINANCE NO. 2009-____

AN ORDINANCE OF SUMTER COUNTY, FLORIDA; ADOPTING THE INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT BETWEEN THE CITY OF WEBSTER AND SUMTER COUNTY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes: and,

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements on matters such as annexation and joint planning; and,

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future land use and public facilities and services, and,

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, the Florida State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and utility resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process of long range planning, annexation, and development review processes for the City

and County is clearly identified in advance of County capital planning, commitment, and expenditure; and,

WHEREAS, the City Council and County Commission, after due consideration and deliberation, including joint meetings for the purpose of considering the agreement adopted by this Ordinance, have determined that the lands included in the Municipal Service Area (MSA) described herein will be necessary to reasonably accommodate urban growth projected in the City, and the City is able to provide the appropriate supporting urban infrastructure during the term of this Agreement; and,

WHEREAS, the Agreement adopted pursuant to this ordinance is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008); and,

WHEREAS, the City and Sumter County have found a necessity for a Joint Planning Agreement between the City and the County, a fully executed copy of the agreement is attached hereto and made a part of this ordinance, to be codified in full.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Sumter County, Florida, as follows:

SECTION 1. AGREEMENT The Interlocal Service Boundary and Joint Planning Agreement between the City of Webster and Sumter County, attached hereto, is hereby adopted and incorporated herein, to be codified as a provision of the Sumter County Code, along with the terms of this Ordinance.

SECTION 2. CONFLICT: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY: If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE This ordinance shall take effect upon final approval by the City Council of the City of Webster and the final approval by the Sumter County Commission of an ordinance adopting the attached Joint Planning Agreement, whichever date is later.

DONE AND ORDAINED this ____ day of _____ 200__,
by the Board of Sumter County Commissioners, Sumter County,
Florida.

GLORIA HAYWARD
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

ATTEST: _____
 Connie Webb, Deputy Clerk Garry Breeden, Chairman

Approved as to form:

Hogan Law Firm, County Attorney

Interlocal Service Boundary and Joint Planning Agreement

**City of Webster and
Sumter County**

September 8, 2009

**Interlocal Service Boundary and Joint Planning Agreement
City of Webster and Sumter County**

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ATTACHMENTS TO THIS AGREEMENT:

- Map “1”: Current Boundaries of the MSA
- Map “2”: Current Anticipated Future Land Uses in the MSA
- Map “3”: Major Intersecting Roads, Regionally Significant and Emerging Regionally Significant Roads

1 **MASTER INTERLOCAL SERVICE BOUNDARY**
2 **AND JOINT PLANNING AGREEMENT**
3 **BETWEEN THE CITY OF WEBSTER AND SUMTER COUNTY**
4

5 This Master Interlocal Service Boundary and Joint Planning Agreement (the
6 “Agreement”) is made and entered into this _____ day of _____, 2009, by and
7 between the City of Webster (“City”), and Sumter County (“County”).
8

9 WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,
10 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and
11

12 WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section
13 1(g), Florida Constitution and Section 125.01, Florida Statutes: and
14

15 WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida
16 Statutes, encourages and empowers local government to cooperate with one another on matters
17 of mutual interest and advantage, and provides for interlocal agreements between local
18 governments on matters such as annexation and joint planning; and
19

20 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida
21 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida
22 Statutes, recognizes the use of interlocal service boundary agreements and joint planning
23 agreements as a means to coordinate future land use, public facilities and services, and protection
24 of natural resources in advance of annexation; and
25

26 WHEREAS, the Local Government Comprehensive Planning and Land Development
27 Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in
28 their respective planning efforts intergovernmental coordination and particularly, mechanisms
29 for identifying and implementing joint planning areas; and
30

31 WHEREAS, the State Comprehensive Plan requires local governments to direct
32 development to those areas which have in place the land and water resources, fiscal abilities and
33 service capacities to accommodate growth in an environmentally acceptable manner; and
34

35 WHEREAS, the State Comprehensive Plan requires local governments to protect the
36 substantial investment in public facilities that already exist and to plan for and finance new
37 facilities in a timely, orderly, and efficient manner; and
38

39 WHEREAS, the City and the County wish to identify lands that are logical candidates for
40 future annexations, the appropriate land uses and infrastructure needs and provider for such
41 lands, and ensure protection of natural resources; and
42

43 WHEREAS, the extension of the City and County facilities and services are most
44 efficiently provided if the process and timing of long range planning, annexation, and
45 development review processes for the City and County are clearly identified and part of a

1 coordinated countywide planning in advance of the City and County capital planning,
2 commitment, and expenditure; and
3

4 WHEREAS, the agreement of the County to waive its rights to contest future annexations
5 within a defined geographic area, pursuant to the conditions provided herein, and refrain from
6 proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida
7 Statutes, that negates the terms and conditions of this Agreement are a material inducement to
8 the City to enter into this Agreement; and
9

10 WHEREAS, the agreement of the City to undertake annexation, joint planning efforts,
11 and coordination of public services and infrastructure in a manner that is part of a countywide
12 planning effort are a material inducement to the County to enter into this Agreement; and
13

14 WHEREAS, the City Commission and County Commission, after due consideration and
15 deliberation, has determined that the lands included in the Municipal Service Area (MSA)
16 described herein may be necessary to reasonably accommodate urban growth projected in the
17 City, and the City is able to provide the appropriate supporting urban infrastructure during the
18 term of this Agreement; and
19

20 WHEREAS, the City and the County find that the benefits of intergovernmental
21 communications and coordination will accrue to both Parties; and
22

23 WHEREAS, the elected officials of the City and the County have met and negotiated in
24 good faith to resolve issues relating to annexation and joint planning and coordinated provision
25 of public services and infrastructure and wish to memorialize their understanding in this
26 Agreement; and
27

28 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of
29 the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).
30

31 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
32 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
33 County agree as follows:
34

- 35 1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into
36 this Agreement as if fully set forth herein.
37
- 38 2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are
39 fully incorporated as if fully set forth herein and address the issues within the City's
40 initiating resolution and the County's responding resolution:
41
 - 42 a. Planning Services
 - 43 b. Water and Sewer Services
 - 44 c. Roads
 - 45 d. Building Services
 - 46 e. Parks and Recreation Services
 - 47 f. Fire Services
 - 48 g. Library Services

- h. Workforce Housing Services
 - i. Solid Waste Services
 - j. Stormwater Services
 - k. Geographic Information Systems
 - l. Law Enforcement
 - m. Mosquito Control
 - n. Animal Control
3. Uniformity of Master and Sub-Agreements. The County is negotiating similar Agreements and Sub-Agreements with other cities in the county. The County shall assure, to the greatest extent feasible, that benefits and responsibilities within the Agreements and Sub-Agreements related to consolidated, county managed local government services which were formerly managed by the cities prior to execution of the agreements shall be equal between each city. If the County grants a greater benefit to any other city, the City shall be given an opportunity to obtain an equivalent benefit. The County shall not deny the City such equivalent benefit unless it would be unreasonable to grant said benefit.
4. Term of Agreement. This Agreement and all attached subagreements shall take effect upon final adoption of the ordinances adopting this agreement enacted by the County and the City. The effective date shall be the date of final adoption by the City or County, whichever is later. The initial term of the Agreement and all subagreements shall be twenty (20) years from the effective date of the Agreement.
5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, the City and County shall initiate negotiations for the renewal and extension of this Agreement beyond the 20 year term no later than 18 months prior to the termination of the 20 year term.
6. Termination of Agreement. The County or City may terminate this Agreement at anytime upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A Party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.
7. Dispute Resolution. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.
- a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity

1 to pursue the dispute resolution procedures set forth herein. If the abatement is
2 granted, the Parties shall revert to and pursue the dispute resolution procedures set
3 forth herein.
4

5 b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then
6 effect the transmittal of a notice of conflict, in the form of a certified letter, to all
7 governmental bodies involved in the dispute at issue. Upon receipt of the notice,
8 which shall specify the areas of disagreement, the Parties agree to conduct a conflict
9 assessment meeting at a reasonable time and place, as mutually agreed upon, within
10 thirty (30) days of receipt of the notice of conflict.
11

12 c. If discussions between the Parties at the conflict resolution meeting fail to resolve the
13 dispute, within forty (40) days of the receipt of the notice described in subparagraph
14 a, above, the Parties shall conduct mediation in the presence of a neutral third party
15 mediator. If the Parties are unable to agree upon a mediator, the County shall request
16 appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter
17 County, Florida. The mediation contemplated by this Section is intended to be an
18 informal and non-adversarial process with the objective of helping the Parties reach a
19 mutually acceptable and voluntary agreement. The decision-making shall rest solely
20 with the Parties. The mediator shall assist the Parties in identifying issues, fostering
21 joint problem-solving and exploring settlement alternatives.
22

23 d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the
24 receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental
25 meeting. If the joint intergovernmental meeting does not successfully resolve the
26 issues identified in the notice of conflict, the entities participating in the dispute
27 resolution procedures described herein may avail themselves of any otherwise
28 available rights, including the suspension of abatement of existing actions.
29

30 e. The Parties agree that this dispute resolution procedure satisfies the requirements of
31 Chapter 164, Florida Statutes.
32

33 8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action
34 which will result in overlapping, competition, or duplication in the current service
35 delivery arrangements or in the future service delivery strategy described in this
36 Agreement, that Party shall notify the other Parties to this Agreement, in accordance with
37 Florida law. Further, the transfers of any lands, transportation facilities (including
38 roadways), parks, or any other public facilities under the terms of this Agreement shall
39 not be reversed if this Agreement is terminated, except though a separate agreement in
40 writing approved by both Parties.
41

42 9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests
43 or gives under this Agreement will be in writing and shall be given only by hand delivery
44 for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery
45 requested. Notices will be delivered or mailed to the addresses set forth below or as
46 either Party may otherwise designate in writing.
47

48 If to the County:

1 Sumter County
2 Attn: County Administrator
3 910 N. Main Street
4 Bushnell, FL 33513
5

6 If to the City:

7 City of Webster
8 Attn: City Clerk
9 PO Box 28
10 Webster, FL 33597
11

12 Notices, consents, approvals, waivers, and elections will be deemed given when received
13 by they Party for whom intended.
14

- 15 10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no
16 right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any
17 third party. Nothing in this Agreement, either expressed or implied, is intended or shall
18 be construed to confer upon or give any person, corporation or governmental entity other
19 than the Parties any right, remedy or claim under or by reason of this Agreement or any
20 provisions or conditions hereof, and all of the provisions, representations, covenants, and
21 conditions herein contained shall inure to the sole benefit of and shall be binding upon
22 the Parties and their respective representatives, successors and assigns.
- 23 11. Authority. The County and City each represent and warrant to the other its respective
24 authority to enter into this Agreement, acknowledge the validity and enforceability of this
25 Agreement. The County and City hereby represents, warrants and covenants this
26 Agreement constitutes a legal, valid and binding contract enforceable by the Parties in
27 accordance with its terms, and that the enforceability hereof is not subject to any
28 impairment by the applicability of any public policy or police powers.
29
- 30 12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever
31 remedies are available in law or equity, including but not limited to injunctive relief and
32 specific performance.
33
- 34 13. Defense. If this Agreement or any portion hereof is challenged by any judicial,
35 administrative, or appellate proceeding (each Party hereby covenanting with the other
36 Party not to initiate or acquiesce to such challenge or not to appeal any decision
37 invalidating any portion of this Agreement), the Parties collectively and individually
38 agree, at their individual sole cost and expense, to defend in good faith its validity
39 through to a final judicial determination, unless both Parties mutually agree in writing not
40 to defend such challenge or not to appeal any decision invalidating any portion of this
41 Agreement.
- 42 14. Periodic Review. Each month, during the term of this Agreement, the City Manager or
43 City's designee and County Administrator shall meet to discuss and resolve any issues or
44 concerns related to this Agreement.
45

- 1 15. Amendments. Amendments may be proffered by either Party at any time. Proposed
2 amendments shall be in writing and must be approved by a majority of the governing
3 boards of each Party or shall be considered not adopted.
- 4 16. Supremacy. The Parties agree and covenant, having given and received valuable
5 consideration for the promises and commitments made herein, it is their desire, intent and
6 firm agreement to be bound by and observe the terms of this Agreement wherever such
7 terms are more stringent than those subsequently enacted by the Legislature. Should the
8 terms of this Agreement conflict with previous agreements between the Parties, the terms
9 of this Agreement shall control.
- 10 17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies
11 and constitutes the entire understanding of the Parties with respect to the subject matters
12 addressed herein, and all prior agreements, understandings, representations and
13 statements, oral or written, are superseded by this Agreement.
- 14 18. Governing Law and Venue. The laws of the State of Florida shall govern this
15 Agreement, and venue for any action to enforce the provisions of this Agreement shall
16 only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and
17 venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If
18 circumstances arise which cause a conflict between this paragraph and paragraph 7
19 (“Dispute Resolution”) paragraph 7 shall control.
- 20 19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in
21 any situation in any jurisdiction shall not affect the validity or enforceability of the
22 remaining terms and provision hereof or the validity or enforceability of the offending
23 term or provision in any other situation or in any other jurisdiction.
- 24
25 20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this
26 Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,
- 27 21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans.
28 Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of
29 the effective date of this Agreement, shall amend their respective Intergovernmental
30 Coordination Elements of their adopted Comprehensive Plans to establish consistency
31 and compliance with this Agreement.
- 32 22. Future Charter Governance. The Parties agree that in the event the County pursues
33 implementation of a Charter form of governance, pursuant to Section 125.60, Florida
34 Statutes, that requires a joint planning agreement or similar agreement as a condition for
35 future annexations or to otherwise provide restrictions or conditions on planning, design
36 or regulatory functions and prerogatives currently within the authority of municipalities
37 located in the County, that this Agreement shall constitute full compliance with such a
38 requirement. The County agrees to provide the City with notice and an opportunity to
39 provide Charter language sufficient to accomplish this purpose. During the term of this
40 Agreement, the County shall not propose or adopt any Charter that negates the terms and
41 conditions of this Agreement.
42

1 23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008),
2 meetings of the County after final execution of this agreement and all subagreements by
3 all parties, the County shall adopt this agreement by ordinance pursuant to Section
4 125.66, Florida Statutes at or before the next regular meeting.
5

6 24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the
7 next regular meeting of the City after final execution of this agreement and all its
8 subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to
9 Section 166.041, Florida Statutes.
10

11 **IN WITNESS WHEREOF**, each of the undersigned has executed this Agreement on behalf of
12 the respective party set forth below, pursuant to the authority granted to each of the undersigned
13 in the ordinance by which each party approved and adopted this Agreement.
14

15
16
17 **ATTEST:**

**BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA**

18
19
20 _____
21 Gloria Hayward, Clerk of the Court

Garry Breeden, Chairman

22 **ATTEST:**

CITY OF WEBSTER

23
24 _____
25 Sarah Snider, Clerk
26
27

1 WHEREAS, the City and the County wish to identify lands that are logical candidates for
2 urbanized development, the appropriate land uses and infrastructure needs and provider for such
3 lands, ensure protection of natural resources, and to establish a unified countywide planning
4 organization; and
5

6 WHEREAS, the extension of the City and County facilities and services are most
7 efficiently provided if the process and timing of long range planning and development review
8 processes for the City and County are clearly identified and part of a unified countywide
9 planning organization in advance of the City and County capital planning, commitment, and
10 expenditure.
11

12 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
13 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
14 County agree that a coordinated and unified approach to planning, zoning, and development
15 review will result in development patterns that protect and promote the health and welfare of all
16 of the citizens of Sumter County and agree that a need exists to change said service delivery
17 arrangements in the following manner:
18

19 1. Planning Service Delivery.
20

- 21 a. The County shall serve as the single, unified point of service for planning,
22 zoning, and development review issues throughout unincorporated Sumter
23 County including the City. This service shall be known for purposes of this
24 Agreement as the "Unified Sumter County Planning Service". The Unified
25 Sumter County Planning Service will provide staff support and
26 recommendations to the City's planning or zoning review authority and
27 governing body. The City's governing body shall retain independent approval
28 of planning, zoning, and development review issues as provided by local
29 ordinance and State law.
30
- 31 b. The Unified Sumter County Planning Service will function and be funded as a
32 Sub-division under Sumter County Board of County Commissioners.
33
- 34 c. As needed, certain qualified staff members of City currently responsible for
35 planning, zoning, and development review functions shall be provided the
36 opportunity by the County to become employees of the Unified Sumter
37 County Planning Service. However, the County is not obligated to employ or
38 compensate every staff member of the City whose employment status is
39 affected by the implementation of this Agreement.
40
- 41 d. The County shall be responsible for funding of the staff and operational costs
42 of the Unified Sumter County Planning Service.
43
- 44 e. The County and City shall be independently responsible for costs related to
45 studies for Community Redevelopment Agencies (CRA) or other special
46 districts. If the parties hereto mutually determine that the cost of these studies
47 must be shared amongst the affected jurisdictions, then a separate joint
48 funding agreement is required to be approved by the governing boards of the

1 participating jurisdictions.

2
3 2. Unified County-City Comprehensive Plan. The County and City agree to prepare and
4 adopt a unified Sumter County Comprehensive Plan, consistent with Chapter 163, Part
5 II, Florida Statutes. This unified Sumter County Comprehensive Plan shall serve as
6 the comprehensive plan required for each jurisdiction pursuant to Chapter 163, Part
7 II, Florida Statutes. Preparation and adoption of the unified Sumter County
8 Comprehensive Plan shall occur as part of the Evaluation and Appraisal Report
9 (EAR) process (Section 163.3191, Florida Statutes) for Sumter County. Sumter
10 County's EAR is due to the Florida Department of Community Affairs by January 1,
11 2010, and the related amendments to the Comprehensive Plan by February 2011.
12

13 3. Municipal Service Area.

14
15 a. The Municipal Service Area (MSA) is defined as the area outside of the City's
16 boundary that constitutes a logical area for urbanized development and serves
17 as the Joint Planning Area (JPA), as more specifically defined in Section
18 171.202(11) and Section 163.3171, Florida Statutes;
19

20 b. The City shall demonstrate that public services are readily available or
21 planned to be provided within a reasonable timeframe within the MSA;
22

23 c. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes,
24 the County and City shall, at their earliest convenience, incorporate the
25 boundaries of the MSA into the Future Land Use Maps of their respective
26 Comprehensive Plans or of the Unified Comprehensive Plan, if the Unified
27 Comprehensive Plan is adopted;
28

29 d. The County and City shall transmit their respective Comprehensive Plan
30 amendments as soon as possible to assure compliance with any applicable
31 requirement of Chapters 163 and 171, Florida Statutes. The City and County
32 further agree that if approval of the Comprehensive Plan amendments by the
33 Florida Department of Community Affairs exceeds any applicable time
34 frames required by Statute for such approval, that this Agreement will remain
35 in full force and effect and the Parties will continue to work together to seek
36 approval of the required amendments; and
37

38 e. The MSA is shown on Map 1.
39

40 4. Global Changes to MSA Boundary. Global changes to the MSA boundary shall be
41 by amendment to the Comprehensive Plans of the County and City or Unified
42 Comprehensive Plan, if the Unified Comprehensive Plan is adopted, and shall, not be
43 effective unless jointly approved by both the County and City or determined through
44 dispute resolution.
45
46
47
48

1 5. Future Land Use Pattern.

- 2
- 3 a. The City and County agree to the generalized future land use pattern for the
- 4 MSA shown on Map 2. The City and County shall amend their respective
- 5 Comprehensive Plan's or Unified Comprehensive Plan, if the Unified
- 6 Comprehensive Plan is adopted, future land use maps to reflect the agreed
- 7 future land use pattern. The County shall prepare the required amendments
- 8 for the City and County through the Unified Sumter County Planning Service.
- 9 If the Florida Department of Community Affairs fails to approve the
- 10 amendments, this Agreement will remain in full force and effect and the
- 11 Parties will continue to work together to determine the proper future land uses
- 12 and obtain approval by the Florida Department of Community Affairs.
- 13
- 14 b. The County and City agree to utilize the results of the County's 2008
- 15 countywide visioning process to provide a general framework for
- 16 development of the generalized future land use pattern.
- 17

18 6. Annexation within the MSA. Within the MSA, the City may annex property that is

19 not contiguous, creates enclaves, or creates pockets with the understanding that the

20 property proposed for annexation must meet the following criteria:

21

- 22 a. Consistent with the prerequisites to annexation and consent requirements for
- 23 annexation in Section 171.204 and Section 171.205, Florida Statutes;
- 24
- 25 b. Utilities are available or scheduled to be provided to the property within five
- 26 (5) years;
- 27
- 28 c. A road directly impacted by the annexation, meaning such road directly abuts
- 29 the property or otherwise provides significant service to the property, meets
- 30 concurrency or concurrency deficiencies are mitigated through a binding
- 31 agreement;
- 32
- 33 d. All other municipal services are available to the site; and
- 34
- 35 e. City has adopted the MSA as part of its Comprehensive Plan, as required by
- 36 Section 171.203(11), Florida Statutes.
- 37

38 7. Minor Amendments to MSA Boundary. The MSA may be expanded to include one

39 specific property for annexation following joint approval by the City and County.

40 Approval shall not be unreasonable withheld if the property meets the criteria for

41 annexation within the MSA and there is no increase in density or intensity of

42 development. If there is an impasse, the City and County will resolve through the

43 dispute resolution process.

44

45

46

47

48

1 8. Determination of Properties Partially in the MSA.
2

- 3 a. If at least 50% of the area of the property proposed to be annexed is within
4 the MSA, then the property shall be treated as if it were all within the MSA
5 for purposes of this Agreement;
6
7 b. If less than 50% of the area of the property to be annexed is within the MSA,
8 then it shall be treated as outside the MSA for purposes of this Agreement;
9 and
10
11 c. The above provisions shall not be construed so that a property owner could
12 not choose to annex a portion of a property inside the MSA.
13
14

15 **End of Planning Service Sub-Agreement**
16
17

Water and Sewer Services Delivery Sub-Agreement

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Webster ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water and sewer services within the city and in surrounding unincorporated areas; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as water and sewer services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as water and sewer services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. Municipal Service Area (MSA) and Utility Service Area (USA).

- a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.
- b. The Utility Service Area (USA) is the area within which the City provides water, wastewater, and reclaimed water services, consistent with Chapter 180, Florida

Statutes.

- c. The County will facilitate discussion with each city in Sumter County to create a USA for each city. The USA will be established pursuant to and comply with the requirements of Chapter 180, Florida Statutes.
- d. The City's USA shall include all areas in the USA it has currently approved and established through Chapter 180, Florida Statutes, and any area approved by the County and City pursuant to this Agreement.

2. Right of First Refusal.

- a. The County shall require new development within the USA, which requires central water and/or sewer services, to connect, if available, to the City's water and/or sewer system.
- b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.
- c. If the city in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal.
- d. If no city can serve the project, the developer may construct a system approved by the city in whose USA they are located; and if agreed upon by the city and developer, turn the system over to that city.

3. Portion of Property in USA.

- a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then the property shall be treated as if it were all within the USA for purposes of this Agreement.
- b. If less than 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then it shall be treated as outside of the USA for purposes of this Agreement.

4. Abstention from County Public Water/Wastewater System The County shall abstain from the development and operation of public water and sewer services within the USA except in the following circumstances:

- a. Failure of a private or municipal public water and/or sewer provider or the failure of a homeowner's association to provide for the service to its customers;
- b. Failure of or obsolete private wells or septic tanks in an area that would result in a significant negative impact to public health or environmental resources; and
- c. The City shall have the right of first refusal to provide the services to the failed water and/or sewer system or areas with failed or obsolete private wells or septic

1 tanks.

2
3 5. Fire Hydrants.

- 4
5 a. The City shall install fire hydrants when constructing new water lines of six (6)
6 inches or more in diameter; and
7
8 b. The fire hydrants shall be spaced in a manner that will reasonably achieve the
9 goals of the County and City. The City shall space the fire hydrants no further
10 than 1,200 feet apart.
11
12 c. The city shall obtain, purchase or otherwise construct all fire hydrants within the
13 boundaries of the City or the boundaries of the USA, as well as any fire hydrant
14 that is pressurized by water provided by City utilities. Sumter County Fire
15 Rescue will perform its own fire flow tests and perform minor fire hydrant
16 maintenance, limited to oiling, greasing, and painting. Sumter County Fire
17 Rescue will provide proper street marking for the fire hydrants. The City shall
18 perform major repairs of the fire hydrants. The City shall be responsible for any
19 maintenance of fire hydrants not categorized as “minor” herein.
20

21 **End of Water and Sewer Service Sub-Agreement**
22

Roads

Service Delivery Sub-Agreement

This Roads Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Webster ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance can not be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to road services will result in better and more efficiently maintained

1 roads for all of the citizens of Sumter County and a need exists to change said service delivery
2 arrangements in the following manner:

3
4 1. Service Delivery Agreement.

- 5
6 a. Sumter County shall retain all roads designated as “Regionally Significant” by the
7 Lake-Sumter Metropolitan Planning Organization (LSMPO) within the Municipal
8 Service Area (MSA);
9
10 b. Roads designated as “Emerging Regionally Significant” by the LSMPO as indicated
11 on the attached Map “3” will be maintained by the County for up to three (3) years
12 after the City annexes 51% of the linear footage of the road in order to allow time for
13 full consideration of the road to transition its classification to a “Regionally
14 Significant” road. If the road is not classified as “Regionally Significant” after this
15 three (3) year period, then the road shall be transferred to the jurisdiction and
16 maintenance responsibility of the City. However, if at any time prior to or after the
17 three (3) year period the road becomes classified as “Regionally Significant” by the
18 LSMPO the County shall maintain, if prior to the three (3) year period, or be
19 transferred, if after the (3) year period, jurisdiction and maintenance responsibility for
20 the road;
21
22 c. On October 1 2009, all non-“Regionally Significant” County roads within or adjacent
23 to the existing City boundary shall become roads under the City’s jurisdiction and
24 maintenance responsibility upon the occurrence of the following condition: At least
25 fifty-one percent (51%) of the road segment is either within or adjacent to the existing
26 City boundary;
27
28 d. All non-“Regionally Significant” County roads within the MSA shall become roads
29 under the City’s jurisdiction and maintenance responsibility by segment upon
30 annexation of at least fifty-one percent (51%) of an agreeable segment;
31
32 e. Road segment for purposes of this agreement shall mean the portion of a non-
33 regionally significant road between two major intersecting roads. Major intersecting
34 roads shall be those roads as identified on Map “3” and any other road which is not
35 now designated.
36
37 f. The 51% is calculated based on the frontage of annexed parcels on each side of the
38 road segment between two major intersecting roads; and
39
40
41 g. Once 51% or more of a segment is annexed, the entire road segment between the two
42 major intersecting roads will be deemed annexed into the City and under the City’s
43 jurisdiction, and ownership and the City will be fully responsible for all maintenance
44 and other responsibilities of the road;
45
46 h. Any County or City agreements for road improvements with other governmental or
47 private entities existing at the time of the approval of this Agreement shall remain in
48 full force and effect except in the case of a conflict with this Agreement, in which

1 case the terms of this Agreement shall prevail; and,

- 2
3 i. The parties recognize that jurisdiction for purposes of all law enforcement issues shall
4 be governed by the law enforcement subagreement. The ownership of the road shall
5 mean that the party owning the road is responsible for maintenance, upgrades,
6 ownership of the right of way and all of the other rights and responsibilities related to
7 the roads other than those which fall within the purview of law enforcement.
8

9 2. Level of Service. Within the MSA, the City and County will establish the following
10 Level of Service Standards (LOS):
11

12 Interstate, Limited Access Parkways	C
13 Principal Arterials	D
14 Minor Arterials	D
15 Major and Minor Collectors	D
16 Local Streets	D

17
18 If an LOS standard is to be established below what is stated, both City and County must
19 approve the change.
20

21 For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive
22 Program (TRIP) Funded roadways, the LOS shall be established by the Florida
23 Department of Transportation (FDOT).
24

25 3. Planning for Roads.
26

- 27 a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the
28 City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan.
29 The County shall assure the City has the opportunity to participate in the development
30 of the LSMPO 2035 Long Range Transportation Plan;
31
32 b. Within the MSA, the County and City will work together on the design of roads;
33
34 c. The City and County agree to create a multi-modal transportation master plan with
35 the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian
36 trails/sidewalks, bicycle trails, etc.;
37
38 d. The City and County agree to maintain a Unified Concurrency Management System
39 (CMS) through the LSMPO. The City and County agree to update the system when
40 applicable including de-minimus trips. The City and County agree to share the cost
41 of this system based upon the most recent University of Florida Bureau of Economic
42 and Business Research (BEBR) population percentages; and
43
44 e. The City and County agree to update the CMS with yearly traffic counts.
45

46 4. Review of Development within the MSA.
47

- 1 a. Within the MSA, the City and County agree to contract with the LSMPO to review
2 all traffic impact studies for development meeting a mutually acceptable threshold;
3 and
4
- 5 b. Within the MSA, the City and County agree to enter into Proportionate Share
6 Agreements or other similar agreements, for development meeting a mutually
7 acceptable threshold, with the City, County, developer, and other impacted
8 jurisdictions to establish required traffic mitigation and responsibility for mitigation.
9
- 10 5. Funding.
11
- 12 a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal
13 Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the
14 County wishes to extend the MSTU into the City, it must obtain the agreement of the
15 City Commission. The City may request that the County establish a MSTU in areas
16 of the City and County to provide funding for improvements to interjurisdictional
17 roads. If the City requests the establishment of MSTU, then the City shall fund and
18 complete the necessary studies and analysis to establish MSTU. If a MSTU is
19 pursued by the County, then the County shall fund the costs of the necessary studies
20 and analysis to establish the countywide MSTU. If the County and City jointly pursue
21 a MSTU, then the City shall fund their proportionate share of the costs of the
22 necessary studies and analysis to establish the joint MSTU. The proportionate share
23 shall be based on the percentage of the City's population compared to the total
24 countywide population using the most recent population estimated by BEBR;
25
- 26 b. The City may establish a special assessment within the City limits to fund
27 improvements of City roads as long as the City meets all of the requirements of
28 Chapter 170, Florida Statutes.
29
- 30 c. The County shall collect 100% of the applicable County road impact fees within all
31 areas of the City, to mitigate for impacts to County and State roadways; and
32
- 33 d. Within the City limits, the City may also enact additional road impact fees that do not
34 duplicate the County's road impact fee; and
35
- 36 e. City and County will work together on funding sources for capital improvements
37 relative to transportation within the MSA.
38
- 39 6. Maintenance.
40
- 41 a. "Regionally Significant" roads within the MSA: The City and County may enter into
42 maintenance agreements for certain segments of "Regionally Significant" roads
43 within the MSA. The County agrees that the City shall be justly compensated for any
44 and all maintenance subjugated to the City through a maintenance agreement. These
45 maintenance agreements shall include, but not be limited to:
46

- 1 i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees,
2 special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement
3 or edge of curb and within medians;
4
5 ii. Jurisdiction for all stormwater drainage and retention systems associated with the
6 “Regionally Significant” road systems; and
7
8 iii. The cost of maintenance shall be negotiated between the parties on an annual
9 basis as part of the budgetary process.
10
11 b. The County will be responsible for all stormwater drainage retention systems
12 associated with “Regionally Significant” roads. If the City agrees to mow these
13 areas, the City will be justly compensated; and
14
15 c. All non-“Regionally Significant” whose jurisdiction is transferred to the City under
16 the terms of this agreement shall be maintained by the City unless otherwise agreed
17 to in a separate maintenance agreement.
18
19 7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting
20 representatives on the LSMPO Governing Board, then the County shall ask that one of
21 the voting members be an annually rotating Sumter County municipality. Once a
22 municipality joins the LSMPO Board as an independent voting member, then they will
23 not be eligible to participate on the rotation.
24
25

End of Roads Sub-Agreement

Building Permitting and Inspection Service Delivery Sub-Agreement

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Webster ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, The County and City each provide building permitting and inspection services within their respective jurisdictions. This independent approach to building permitting and inspections does not allow for the most efficient provision of this service. Currently, there is minimal coordination of building permitting and inspection issues; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote the safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall serve as the single, unified point of service for building permitting and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and code enforcement. The Sumter County Building Official shall serve as the

1 Building Official for the City. The building permit processing, review, inspection
2 services, and code enforcement shall be provided consistent with the City's local
3 ordinances and State law.
4

5 b. The Consolidated County/City Building Services will function and be funded as a
6 Sub-division under Sumter County Board of County Commissioners.
7

8 c. The County shall be responsible for funding of the staff and operational costs of
9 the Consolidated County/City Building Services. Funding for the Consolidated
10 County/City Building Services shall be generated from fees collected for building
11 permit applications, reviews, and inspections within unincorporated Sumter
12 County and the City. Fees collected for building permits, reviews, and
13 inspections within the City shall be based on the City's fee schedule in effect on
14 May 5, 2008. Each month, the County shall return to the City 20% of fees
15 collected for building permit applications, reviews, and inspections for properties
16 within the City.
17

18 d. The County and City agree to prepare and adopt unified operational procedures
19 for building permit processing, review, and inspections to assure a high level of
20 service to customers without undue delay.
21

22 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s), the
23 County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida
24 Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire Prevention
25 Code in providing all fire prevention/safety inspections and complete all fire building
26 plans reviews within the City and unincorporated areas.
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End of Building Services Sub-Agreement

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- 1 a. The County shall provide regional passive park and recreational facilities and/or
2 programs for all citizens of Sumter County. Regional passive park and
3 recreational facilities and/or programs are parks that are 40 acres or larger and
4 include natural areas, trails, boat launches, picnicking, camping, nature study, and
5 other primary uses and activities that are based on the natural features of the park.
6
7 b. The County shall abstain from the development or funding of active park or
8 recreational facilities and/or programs except those funded via a municipal service
9 benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU)
10 or other funding source approved by the voters of Sumter County (i.e. general
11 obligation bonds). Active park and recreational facilities include baseball/softball
12 fields, soccer fields, football fields, basketball courts, and other park or
13 recreational facilities that are developed for primary uses other than open space
14 and related activities based on the natural features of the park.
15
16 c. The City shall take ownership, by quit claim deed, of any County park that does
17 not meet the definition of a regional passive park, as defined above, upon the
18 annexation of a parcel adjacent to the County park. Quit claim deeds to all non-
19 passive parks currently eligible for transfer shall be executed by the County on or
20 about October 1, 2009.

21
22 2. Funding.
23

- 24 a. The City shall maintain the ability to implement fee rates for park and recreation
25 facilities and programs that differentiate between residents and non-residents of
26 the City.
27
28 b. The City shall maintain sole authority and funding responsibility of all parks and
29 recreational facilities within its City limits or transferred to City's ownership
30 under this agreement.
31
32 c. The County shall not provide funding to the City for parks and recreational
33 facilities and programs in the City unless the funding is provided through a
34 MSBU or MSTU or other dedicated funding source approved by the voters of
35 Sumter County (i.e. general obligation bonds).
36
37 d. The City may request the County to establish a MSBU or MSTU for parks and
38 recreation. If the City requests the establishment of a MSBU or MSTU, then the
39 City shall fund and complete the necessary studies and analysis to establish the
40 MSBU and MSTU.
41
42 e. If a countywide MSBU or MSTU is pursued by the County, then the City shall
43 fund their proportionate share of the costs of the necessary studies and analysis to
44 establish the countywide MSBU and MSTU. The proportionate share shall be
45 based on the percentage of the City's population compared to the total countywide
46 population using the most recent population estimated by BEBR.
47

- 1 3. Staff Support. Qualified staff members of the County currently responsible for
2 County park support services for parks to be transferred to the City may, at the sole
3 discretion of the City, be provided the opportunity by the City to become employees
4 of the City upon the transfer of the parks to the City.
5
6

End of Parks Services Sub-Agreement

Fire Service Delivery Sub-Agreement

This Fire Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Webster (“City”) and Sumter County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as fire services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as fire services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

- 1 1. Service Delivery Agreement. The County shall continue to serve as the single,
2 unified point of service for fire prevention and suppression and non-transport
3 emergency medical service through the Sumter County Fire District.
4
- 5 2. Fire Inspections and Plan Review. Consistent with existing interlocal agreement(s),
6 the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215,
7 Florida Statutes, and Section 901 of Florida Building Code, utilize the Florida Fire
8 Prevention Code in providing all fire prevention/safety inspections and complete all
9 fire building plans reviews within the City and unincorporated areas.
10

11 **End of Fire Services Sub-Agreement**

Libraries Service Delivery Sub-Agreement

This Libraries Services Delivery Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Webster ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County provides library services in the unincorporated areas of the county and within the City; and

WHEREAS, the County provides funding for library services through state grants and County General Fund; and

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as library services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as library services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County shall continue to serve as the single, unified point of service for libraries in unincorporated areas of the county and within the City.

End of Library Services Sub-Agreement

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WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County is the current sole provider of workforce housing assistance in the county; and

WHEREAS, the County and City recognize the most effective approach to assuring adequate workforce housing opportunities is a coordinated and unified approach between the County and the City; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as workforce housing.

1. Service Delivery Agreement.

- a. The County shall serve as the single, unified point of service for workforce housing services in unincorporated areas of the county and within the City.
 - b. The County shall provide the staffing and resources for promoting and facilitating the provision of workforce housing.
 - c. The workforce housing services shall be provided consistent with the County's and City's local ordinances and State and Federal law.
 - d. Funding for the Consolidated County/City Workforce Housing Services shall be generated from state and federal grants and County general fund. This does not preclude the use of other funding sources that may be implemented by the County, City, and state or federal governments for workforce housing in the future.
2. Workforce Housing Definition. The definition of "workforce housing" shall be based on State Housing Initiatives Program (SHIP) income guidelines.
 3. Mitigation. The County or City will not unreasonably withhold development approval based on the provision or mitigation of affordable housing by a developer.
 4. Strategy. The County and City agree to prepare a unified strategy to promote workforce housing.

End of Workforce Housing Services Sub-Agreement

1 **Solid Waste Collection and Disposal**
2 **Delivery Sub-Agreement**
3
4 _____

5 This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this
6 _____ day of _____, 2009, by and between the City of Webster
7 ("City") and Sumter County ("County").
8

9 WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII,
10 Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and
11

12 WHEREAS, the County possesses powers of self government as provided by general or
13 special law, so long as such acts are in the common interest of the people of the County, said
14 powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and
15 Section 125.01, Florida Statutes; and
16

17 WHEREAS, the County is required by Florida Statutes to provide a point of collection
18 and disposal of solid waste for all of Sumter County; and
19

20 WHEREAS, the County provides a point of collection and disposal for solid waste for the
21 City at the County's existing solid waste facility; and
22

23 WHEREAS, the City does not provide any solid waste collection or disposal services;
24 and
25

26 WHEREAS, the County and City recognize the most efficient approach to provide solid
27 waste collection and disposal services is a coordinated and unified approach between the County
28 and the City; and
29

30 WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida
31 Statutes, encourages and empowers local government to cooperate with one another on matters
32 of mutual interest and advantage, and provides for interlocal agreements between local
33 governments on matters such as solid waste collection and disposal services; and
34

35 WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida
36 Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida
37 Statutes, recognizes the use of interlocal service boundary agreements and joint planning
38 agreements as a means to coordinate public services such as solid waste collection and disposal
39 services.
40

41 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
42 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
43 County agree a coordinated and unified approach to solid waste collection and disposal services
44 result in a more efficient and effective method of service and promotes the health and welfare for
45 all of the citizens of Sumter County and agree a need exists to continue said service delivery
46 arrangements in the following manner:
47

1 1. Service Delivery Agreement.
2

3 a. The County shall continue to provide the City the single point of collection and
4 disposal at the County's solid waste facility and at any future facilities developed
5 by the County.
6

7 b. The City shall utilize the County's solid waste facility when economically
8 feasible.
9

10 2. Fees. The County shall continue to fund the solid waste collection and disposal
11 services through fees by private collectors, tipping fees by the County, County
12 recyclable revenues, and state grants. This does not preclude other future funding
13 sources that may be implemented by the County or City.
14

15 **End of Solid Waste Services Sub-Agreement**

Stormwater Management Service Delivery Sub-Agreement

This Stormwater Management Service Delivery Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2009, by and between the City of Webster (“City”) and Sumter County (“County”).

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated and unified approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as stormwater management; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida

1 Statutes, recognizes the use of interlocal service boundary agreements and joint planning
2 agreements as a means to coordinate public services such as stormwater management.
3

4 NOW, THEREFORE, in consideration of the mutual covenants set forth in this
5 Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the
6 County agree a coordinated and unified approach to stormwater management results in a more
7 efficient and effective method of service and promotes the health and welfare for all of the
8 citizens of Sumter County and agree a need exists to implement said service delivery
9 arrangements in the following manner:
10

11 1. Service Delivery Agreement.
12

- 13 a. At such time when the City triggers the need for compliance with NPDES
14 regulations, the County shall provide oversight and management of the City's
15 compliance with the NPDES regulations.
16
- 17 b. The City shall be responsible for the capital and maintenance costs related to the
18 infrastructure for compliance with NPDES regulations. However, for
19 infrastructure that provides benefits for property outside of the city limits, the
20 County and City shall prepare a separate funding agreement to share in the cost
21 and maintenance of the mutually benefiting infrastructure.
22
- 23 c. The County shall provide development review services related to stormwater
24 systems for development projects within the City.
25
- 26 d. The County and City shall include stormwater management coordination within
27 the separate Road Service Delivery Agreement.
28

29 2. Drainage Basin Studies. The County shall include the City as a participant in the
30 drainage basin studies with SWFWMD for those drainage basins that directly impact the
31 City.
32

33 3. Stormwater Design within the MSA. The County shall require development within
34 unincorporated areas of the County within the defined Municipal Service Area (MSA) to
35 coordinate their stormwater management design and facilities with the City's stormwater
36 master planning efforts.
37

38 **End of Stormwater Services Sub-Agreement**
39

Geographic Information Systems Service Delivery Sub-Agreement

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Webster ("City") and Sumter County ("County").

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as geographic information systems; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as geographic information systems.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

- a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information.
- b. The County shall provide GIS mapping services to the City.

1 c. If desired, the City shall be responsible for any/all physical connectivity to the
2 County GIS in a manner acceptable to the County.
3

- 4 2. GIS Data Updates. The City and County shall send GIS data updates to each other, or
5 any other agency requesting the data, on the first of every month or as requested.
6 Updates shall be provided through the posting of the data to the County's ftp site or in
7 another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.
8
9 3. 911 Addressing. The County shall be responsible for all 911 addressing within the
10 City.
11
12

End of GIS Services Sub-Agreement

[illegible]

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely

1 responsible for law enforcement within the incorporated boundaries of the City.

- 2
- 3 2. The incorporated boundaries of the City shall include those areas annexed into
- 4 the City including those areas annexed pursuant to the Planning Services
- 5 subagreement and the MSA as defined in the Planning Services subagreement.
- 6
- 7 3. Within the MSA, all law enforcement jurisdiction shall remain with the County in
- 8 all areas which have not been annexed into the City.
- 9
- 10 4. For purposes of law enforcement jurisdiction, a road right of way and road
- 11 contained in a road segment shall be considered annexed into the City at the time
- 12 of annexation of at least 51% of the parcels on each side of a road segment
- 13 between two major intersecting roads as defined in the Road Services
- 14 subagreement.
- 15

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17 **End of Law Enforcement Services Sub-Agreement**

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WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County and the City strive to preserve a high quality of life and public health for the residents of Sumter County; and

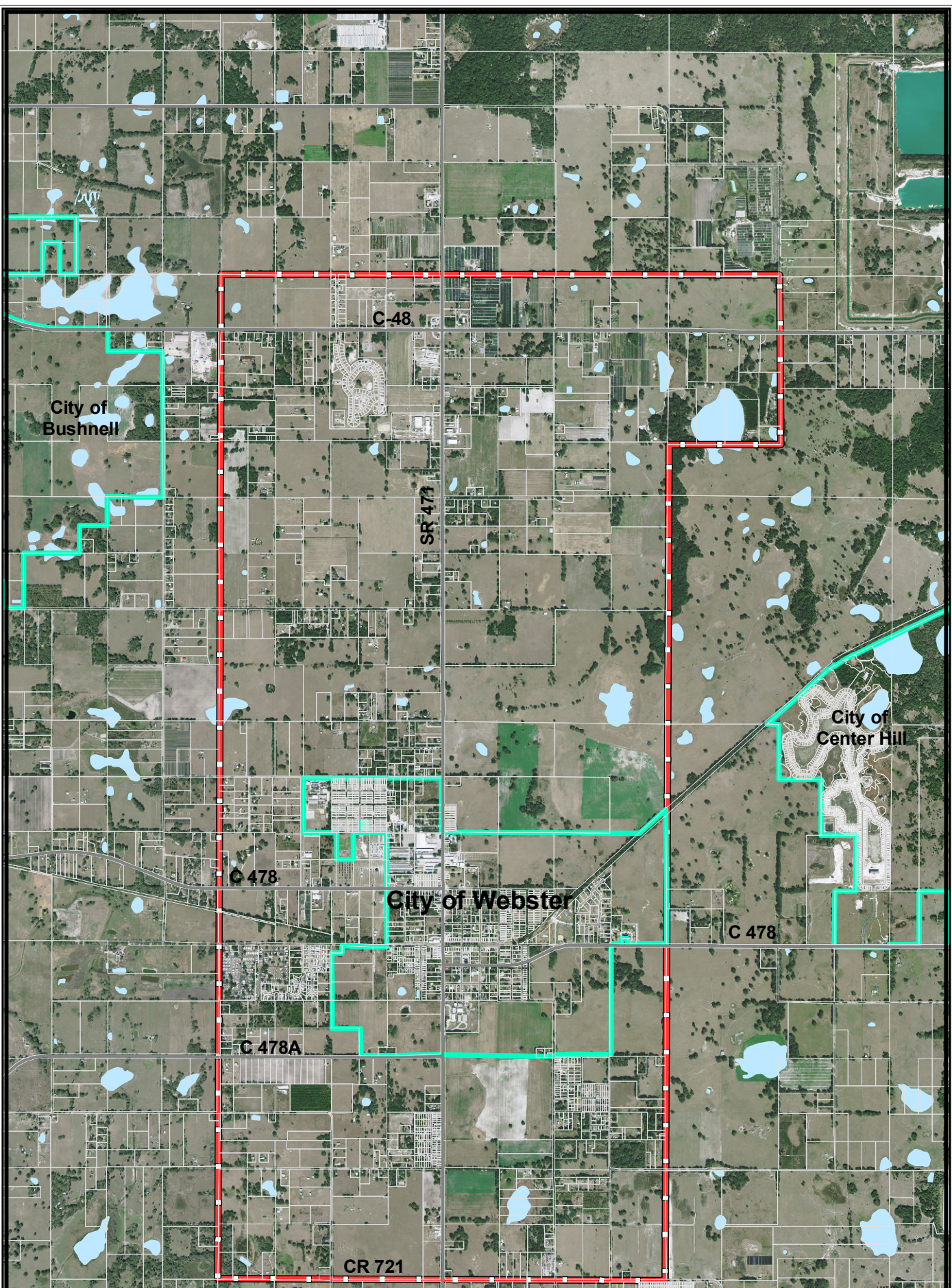
WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

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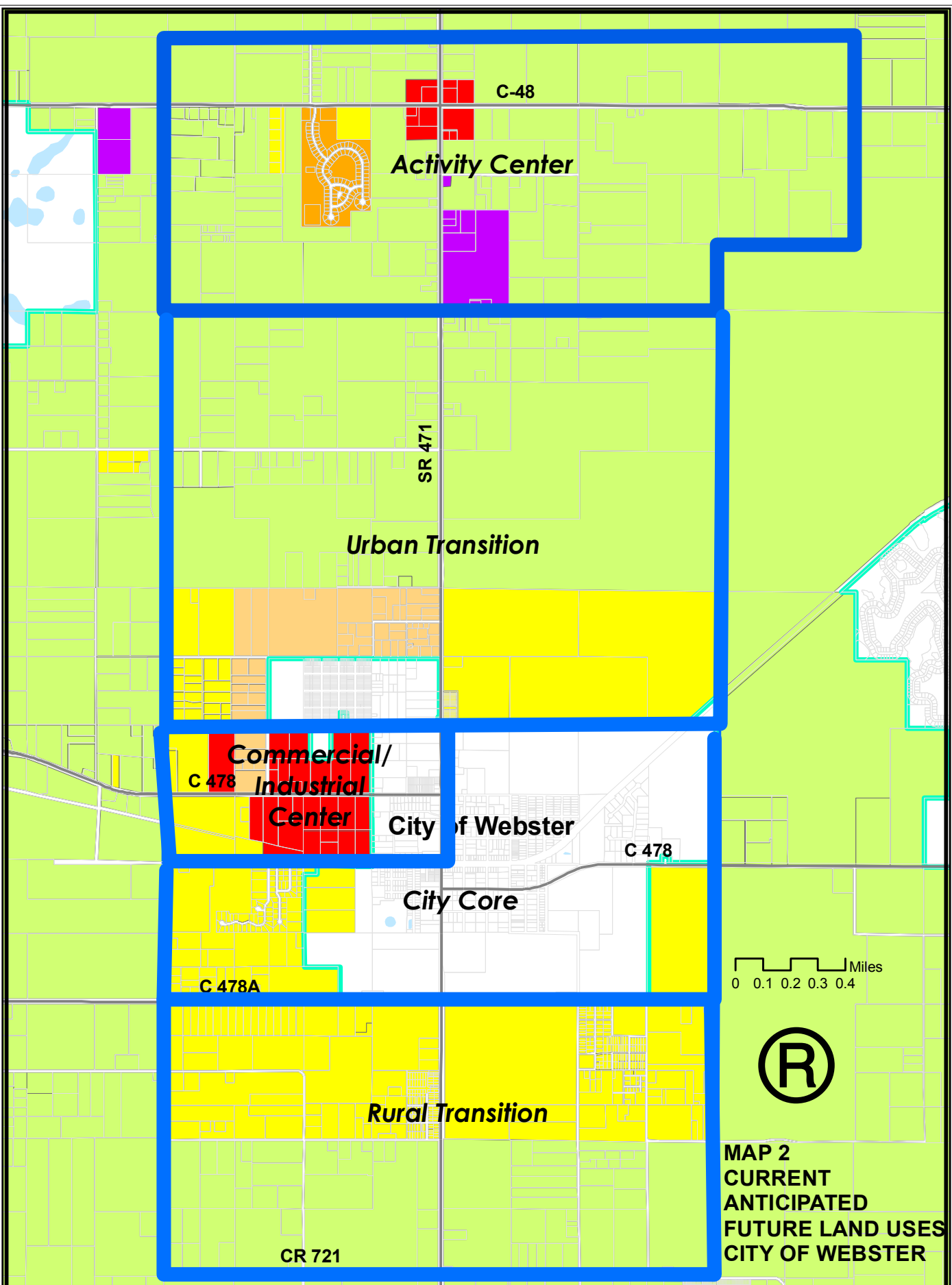
Existing City Limits

City of Webster MSA

MAP 1 CURRENT BOUNDARIES OF THE MSA CITY OF WEBSTER



0 0.10.20.30.4 Miles



Existing City Limits

Anticipated Future Land Use Areas

Future Land Use - Adopted County



Agriculture



Commercial



Industrial



Rural Residential (1 du/acre)



Low Density Residential (2 du/acre)



Mixed Use

**MAP 2
CURRENT
ANTICIPATED
FUTURE LAND USES
CITY OF WEBSTER**

Description of Proposed Land Use Areas

The following provides a brief description of the land uses proposed within the land use areas depicted on Map 2. These land use scenarios may need to be implemented in phases to balance the projected population for the area and supply of dwelling units and ability to provide appropriate water and sewer infrastructure.

Activity Center

Commercial – Focus within $\frac{1}{4}$ to $\frac{1}{2}$ mile of intersection of C-48 & SR 471

Light Industrial – Focus along SR 471 in vicinity of current Industrial Future Land Use and south of Fairgrounds

Residential – Mix of Multi-Family (6-10 du/acre) adjacent to Commercial and Light Industrial and Single-Family (4 du/acre) in remaining areas

Urban Transition

Commercial - Focus within $\frac{1}{4}$ of intersection of SR 471 and CR 722

Residential – Mix of Multi-Family (6-10 du/acre) adjacent to Commercial and Single Family (4-6 du/acre) in remaining areas

City Core

Commercial - Focused within $\frac{1}{4}$ to $\frac{1}{2}$ mile of intersection of SR 471 and C-478(E&W)

Residential - Mix of Multi-Family (8-12 du/acre) and Single Family (4-6 du/acre) in remaining areas

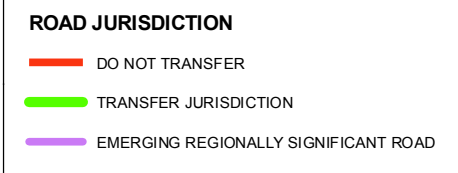
Commercial/Industrial Center

Commercial and Light Industrial

Rural Transition

Single-Family (1-2 du/acre)

Map 3
Major Intersecting Roads,
Regionally Significant and
Emerging Regionally Significant Roads



N

15,000

Status of Interlocal Service Boundary Agreements
9/01/2009

	Level of Discussion		Service Agreements					
			Planning		Water/ Wastewater		Roads	
	Staff	Elected Officials	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X			X		X		X
City of Center Hill		X	X			X		X
City of Coleman		X	X	X		X		X
City of Webster		X	X			X		X
City of Wildwood		X		X		X		X

	Service Agreements							
	Building		Parks		Fire		Library	
	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell		X		X	X		X	
City of Center Hill	X			X	X		X	
City of Coleman	X			X	X		X	X
City of Webster	X			X	X		X	
City of Wildwood		X		X	X		X	

	Service Agreements					
	Housing		Solid Waste		Stormwater	
	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X		X			X
City of Center Hill	X		X			X
City of Coleman	X		X			X
City of Webster	X		X			X
City of Wildwood	X		X			X

	Service Agreements							
	GIS		Police		Mosquito Control		Animal Control	
	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell		X		X	X		X	
City of Center Hill	X			X	X		X	
City of Coleman	X			X	X		X	
City of Webster	X			X	X		X	
City of Wildwood		X		X	X		X	